

AGREEMENT
BETWEEN
CENTRAL NEW JERSEY JEWISH HOME FOR THE AGED
AND



SEIU 1199 NEW JERSEY HEALTH CARE UNION,
AFL-CIO, CLC

AUGUST 19, 2004 THROUGH JUNE 30, 2008

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Who's Who in SEIU 1199NJ?

Delegates

Your first and major source of information and assistance is your delegate. He or she knows most about your specific workplace and contract and can help you resolve most problems.

SEIU 1199NJ Staff Representative

Staff representatives are union members who are there to coordinate your worksite and to provide delegates with the information, tools, resources and backup necessary to handle grievances and other problems. Your staff representative makes on-site visits and, along with your delegate, will approach you from time to time to participate in union activities.

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AGREEMENT

AGREEMENT made August 19, 2004 by and between SEIU 1199 New Jersey Health Care Union, AFL-CIO, CLC, hereinafter referred to as the "UNION" located at 555 Route 1 South, 3rd Floor, Iselin, New Jersey 08830 and Central New Jersey Jewish Home for the Aged "EMPLOYER", located at 380/360 DeMott Lane, Somerset, New Jersey 08873.

WITNESSETH

WHEREAS, the Union has been designated by a majority of the employees in the bargaining unit as their sole collective bargaining agent with respect to wages, hours, and other conditions of employment; and

WHEREAS, it is the intent and purpose of the parties to this Agreement to promote harmonious and efficient cooperation in order to provide superior quality services and resident care; to serve, promote and improve the mutual interests of the residents and tenants of the Employer; to avoid interruptions and interferences with the services to the residents and tenants; and to set forth herein an agreement covering rates of pay, hours of work, and conditions of employment for employees.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

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ARTICLE 1. BARGAINING UNIT

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time non-professional employees, including all licensed practical nurses, certified nursing assistants, housekeeping employees, laundry employees, dietary employees, cooks, maintenance employees, recreational aides, behavioral aides, beauty and barber employees, purchasing/central supply employees and unit clerks employed by the Employer at its 360/380 DeMott Lane, Somerset, New Jersey facilities, but excluding all office clerical employees, registered nurses, other professional employees, guards and supervisors as defined in the Act, and all other employees.

Section 2. Whenever the term "employee," "he," "his," or "him" is used in this Agreement, such term shall be applicable to both male and female alike, unless the context clearly requires otherwise.

ARTICLE 2. UNION SHOP

Section 1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the execution or effective date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the execution or effective date of this Agreement, whichever is later, shall on the thirtieth (30) day following the execution or effective date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution or effective date, whichever is later, shall upon completion of the probationary period following the beginning of such employment become and remain members in good standing in the Union. The Employer shall promptly upon hiring new employees notify them of the existence of the Union Agreement and the Union shop provisions thereof. Upon notice by the Union to the Employer that an employee has not complied with the Union shop requirements, the Employer shall forthwith discharge said employee and forthwith advise the Union thereof in writing.

Section 2. The Employer shall give the Union a list containing the names and home addresses of employees covered by this Agreement, their classification, wages, social security numbers and dates of hire on a quarterly basis.

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ARTICLE 3. MANAGEMENT RIGHTS

Section 1. Except as specifically limited by this Agreement, the Employer retains the exclusive right to manage the facility; to direct, control, and schedule its operations and the work force; and to make any and all decisions affecting the business, whether or not specifically mentioned herein. Such prerogatives, authority, and functions shall include but are not limited to the sole and exclusive right to: hire, promote, layoff, assign, transfer, suspend, discharge or discipline; select and determine the number of its employees including the number assigned to any particular work and to increase or decrease that number; direct and schedule the work force; to determine or change the starting time, quitting time or the number of hours to be worked provided the Employer gives sufficient advance notice; to assign work and duties to the employees in the work force; to organize, discontinue, enlarge, reduce or revise a function; determine the location and type of operation; determine the methods, procedures, materials, equipment and operations to be utilized or to discontinue their performance by employees of the Employer; establish, increase or decrease the number of work shifts and their starting and/or ending times provided the Employer gives sufficient advance notice; determine and schedule voluntary overtime and in emergency situations mandatory overtime; transfer, relocate, or close any or all of the operations of the business to any location or discontinue such operations; promulgate, post, and enforce reasonable rules and regulations, policies and procedures, including but not limited to attendance control; establish, determine content of, and conduct training programs; discontinue any department; introduce new and improved methods or revisions of operation; establish, change, combine, revise or abolish job classifications and descriptions; and set standards of performance of the employees.

Section 2. The Employer shall publish an employee handbook which contains information, policies and procedures for its employees. The Employer reserves the right to amend the handbook from time to time as appropriate. The provisions of the handbook are intended to apply to employees covered by this Agreement except where this Agreement is expressly in conflict with such provisions, in which case this Agreement shall govern.

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ARTICLE 4. PROBATIONARY PERIOD

Section 1. All new and rehired employees shall be deemed probationary during the first ninety (90) calendar days of their employment. Probation may be extended for an additional thirty (30) calendar days upon request by the Employer to the Union. Employment may be terminated at the discretion of the Employer at any time during the probationary period without recourse to the grievance procedure.

ARTICLE 5. DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed his probationary period shall be discharged or disciplined without just cause.

Section 2. An employee will not be disciplined for an act(s) which occurred more than thirty (30) days prior to the issuance of discipline, unless the Employer was without knowledge of the act, in which case the thirty (30) days will be measured from the date the Employer should reasonably have known of the act, or unless the discipline shall be for acts which constitute a criminal felony or misdemeanor, in which case the thirty (30) days will be measured from the date of conviction or plea.

Section 3. Recognizing the mission of the Employer is to provide quality resident care and services and understanding the sensitivity and difficulty in addressing discipline in such cases, the arbitrator shall affirm the Employer's determination in resident and tenant care cases for non-probationary employees as follows: Hearsay evidence from a resident or tenant, his family member, or visitor is admissible. No subpoena shall be issued to require a resident or tenant, his family member, or visitor to testify, and no adverse inference shall be drawn from their failure to testify.

Section 4. The Employer agrees to provide a copy of the written disciplinary notices to the employee and to the Union Delegate within three (3) working days following the disciplinary action unless the employee specifically advises the Employer in writing that he or she does not wish the Delegate to have a copy.

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Section 5. Employees will cooperate by completing incident reports as required by law. If an employee is involved in an investigation, he shall submit a written report prior to the end of his shift as required by law.

Section 6. A disciplinary action shall be void at the end of twelve (12) months from the date of issuance, unless the employee is warned for the same or similar offense within the twelve (12) month period, in which case both warnings will not be void until twelve (12) months from the date of the issuance of the second warning. Nothing herein shall restrict the Employer in retaining required records. If in a just cause arbitration, the Union introduces an employee's past service record beyond the twelve month period in any arbitration, the Employer may introduce the employee's entire disciplinary record and the arbitrator may consider such record in his/her award.

Section 7. A Delegate shall attend a disciplinary meeting.

ARTICLE 6. NO DISCRIMINATION

Section 1. The opportunity to give and obtain employment without discrimination because of race, creed, color, age, sex, marital status or national origin is hereby recognized by the parties to this Agreement. The Employer shall not discriminate against any employee because of Union activities.

ARTICLE 7. VISITATION

Section 1. A designated Union Representative shall have the right to visit the Employer's establishment at reasonable times in order to investigate matters relative to wages, hours, working conditions and grievances. Such visits, however, shall not be made at such times or in such manner as shall interfere with the proper management and operation of the Employer. The Union representative shall notify the Human Resources Director in advance to arrange a time and date for and describe the nature of the intended visit.

Section 2. In areas designated by the Employer, the Union shall be permitted to post notices to bargaining unit employees of the date, time and location of union meetings, social events or names, titles of union officers and other officials and other similar informational items affecting bargaining unit

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employees. Such notices shall be factual in basis and shall not contain statements derogatory to the Employer and/or its officers and employees. Any notices posted on these bulletin boards shall be given to the Director of Human Resources prior to posting.

ARTICLE 8. DELEGATES

Section 1. The Union shall designate from among the employees, seven (7) Delegates one (1) from each shift for nursing and dietary, one (1) from environmental services and one (1) from either beauty, recreation or maintenance who shall have the authority to investigate and present grievances in accordance with the provisions of this Agreement. The Union agrees to notify the Employer in writing of the employees selected to serve as a Delegates.

Section 2. Delegates shall not have the right to process and/or investigate grievances during normal working hours unless they receive approval from their Department Head or Designee which approval shall not be unreasonably withheld.

Section 3. The Employer will provide a file cabinet

Section 4. Upon providing thirty (30) calendar days notice, a full or part time unpaid leave of absence for a period not to exceed ninety (90) calendar days, without loss of seniority, shall be granted to one (1) employee in order to accept a position with the Union. Only one (1) leave shall be granted in a calendar year. The operational requirements of the Employer will be considered in granting the leave.

Section 5. Designated Union Delegates or staff representatives shall have up to fifteen (15) minutes to orient new bargaining unit employees to the Union. This will be part of the employee's normal orientation and shall cover topics related to this Agreement and the Union. Delegates and Union officers shall not disparage the Employer in orientation. Before the first new employee orientation, the Union shall provide the Employer copies of any materials to be distributed at new employee orientation.

ARTICLE 9. SENIORITY

Section 1. For the purpose of this Agreement, bargaining unit seniority shall be defined as the length of an employee's continuous service from the employee's most recent date of hire in a job classification covered by this Agreement.

Section 2. Job classification seniority shall be defined as length of an employee's service in a specific job classification covered by this Agreement.

Section 3. Seniority shall be terminated by:

- a. Voluntary quit or resignation
- b. An employee is discharged for just cause;
- c. An employee is continuously laid off for a period of one (1) year;
- d. An employee does not respond to a recall notice which was sent to the last known address by certified mail after layoff within three (3) days of receipt of such notice or failure to actually return to work upon the date specified by the Employer;
- e. Overstaying an authorized leave of absence, unless extended at the Employer's discretion, or giving a false reason for such leave or acceptance of employment with any other employer during such leave of absence.

ARTICLE 10. LAYOFF AND RECALL

Section 1. In the event of a layoff, the Employer will notify the Union seven (7) calendar days in advance except in emergency situations (e.g. Act of God) in which case as much notice as is practicable will be provided.

Section 2. In the event of a layoff, the Employer shall determine the number of positions in the job classification(s) to be affected.

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Section 3. Layoffs shall be done in accordance with classification seniority. Probationary and temporary employees in the affected classification shall be laid off first. Affected employees shall be given twenty-four (24) hours from the time of notice to the Union to make their choice.

Section 4. The employee with the least job classification seniority in the affected position shall be laid off first. The displaced employee will have the following options:

- a. displace a probationary employee in another job classification provided the employee is qualified; or
- b. choose a previously posted but unfilled position, provided the employee is qualified; or
- c. displace the least senior employee in the bargaining unit provided the employee is qualified to immediately perform all current job duties and has more seniority than the employee;
- d. choose to take a layoff.

If more than one (1) employee is being laid off, they shall exercise the above according to seniority with the most senior employee going first.

Section 5. When a recall occurs, the employee laid off last shall be recalled first according to classification seniority. Recalled employees will be notified by registered mail and they must respond within three (3) days of receipt of the Notice. If there is no response after the three (3) days, the next most senior employee for that recalled position shall be notified.

ARTICLE 11. JOB VACANCY

Section 1. When a permanent job vacancy occurs in the bargaining unit, and the Employer intends to fill the vacancy, or in the event of the creation of a new job within the bargaining unit the Employer will post a Notice of such vacancy for a period of seven (7) calendar days. The posting shall include the job classification, job requirements, shift, weekend schedule, if any, and status.

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The Employer will make reasonable efforts to keep full time positions as full time.

Section 2. Non-probationary employees may submit an application on the job bid form for the posted position prior to the end of the posting period. During the posting period, the Employer will not make an offer to a non-employee, but may engage in screening or interviewing.

Section 3. The job shall be awarded to the qualified bidder with the most seniority. A qualified bidder is one whose performance and work record (attendance, discipline) demonstrates that the employee can perform the duties of the posted job in a manner which provides quality care and service to the residents.

Section 4. If it is determined by the Employer that a bidder is not qualified, the Employer will make an effort to meet with the employee to discuss a plan of action. The employee may request and have a Delegate present at such a meeting.

Section 5. An employee who successfully bids on a vacant position shall serve a thirty (30) day trial period. No later than the thirtieth (30th) day of the trial period, the Employer shall meet with the employee to review the employee's job performance. If within the first thirty (30) days, the employee does not pass the trial period or the employee elects to return to their former job (job classification, shift status) the employee may do so without loss of seniority.

ARTICLE 12. NO STRIKE - NO LOCKOUT

Section 1. During the term of this Agreement, no employee shall engage in any strike, sit-down, sit-in, slow-down, sympathy strike, picket, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

Section 2. During the term of this Agreement, the Union, its officers, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, sympathy strike, picket, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify,

Section 3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, sympathy strike, picket, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- a. Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- b. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and
- c. Post notices at the Union Bulletin Board advising that it disapproves such action and instructing employees to return to work immediately.

Section 4. The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 13. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance shall be defined as a dispute regarding the interpretation or application of this Agreement during its term. Grievances arising under this provision shall be processed and disposed of in the following manner:

Step One. Within seven (7) days after the occurrence of the alleged incident, event or circumstance which gave rise to the grievance or after the grievant should have been aware of the facts which gave rise to the grievance, a grievant having such a grievance shall take it up with the appropriate Department Head. The Employer shall give its answer to the employee within seven (7) calendar days after the presentation of the grievance in Step One.

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Step Two. If the grievance is not settled in Step One, the grievance may, within seven (7) calendar days after the answer in Step One, be reduced to writing, signed by the grievant and his/her Union representative or Delegate, and presented to Human Resources. A grievance meeting will be scheduled to take place within seven (7) calendar days between the Union representative and/or Delegate and the Director of Human Resources to attempt to resolve the grievance. The Employer will respond to the Step 2 grievance no later than seven (7) calendar days after the grievance meeting.

Step Three. In the event the Union is dissatisfied with the Employer's decision in Step 2, the Union may notify the Employer within twenty-one (21) days following receipt of the answer in Step 2, and with notice to the other party submit the matter to the New Jersey State Board of Mediation.

Section 2. If the Union fails to process the grievance at any step within the time limits, the grievance shall be deemed to have been withdrawn. If the Employer or its designated representative fails to answer a grievance within the specified time limits, the grievance shall be deemed to have been denied and the Union shall have the right to immediately appeal the grievance to the next step of the grievance procedure. The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

Section 3. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union and all other expenses will be paid by the party incurring them. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.

Section 4. Any remedy provided to employees must be limited to a make-whole relief and any award for lost wages shall be offset, by any earned income, unemployment compensation, workers compensation or disability payments received by the grievant during the same period. The parties acknowledge that grievants are under an obligation to mitigate their damages by seeking out and applying for interim employment.

Section 5. Arbitrations shall be limited to a single grievance unless the Employer and the union mutually agree to the contrary.

ARTICLE 14. HOURS OF WORK, OVERTIME

Section 1. A normal workday for full-time employees shall consist of eight (8) hours, excluding the meal period. A normal pay period for full-time employees shall consist of eighty (80) hours every two (2) weeks, excluding the meal period. A normal workday for full-time Certified Nurses Aides (CNAs) is seven and one half (7.5) hours, excluding the meal period. A normal pay period for full-time CNAs is seventy-five (75) hours every two (2) weeks, excluding the meal period. By mutual agreement, employees may work flexible hours or weeks that vary from the normal day or normal week. This Section is neither a guarantee nor a limitation of the number of hours or days of work which an employee may be provided or required to perform in a week.

Section 2. All hours worked in excess of forty (40) hours in any week shall be paid for at the rate of time and one-half the regular hourly rate of pay except for CNAs who shall be paid time and one-half the regularly hourly rate for all hours worked in excess of thirty-seven and one-half (37 ½) hours in any week. In the Nursing Department, time and one half the regular hourly rate will be paid for all hours worked in excess of the regularly scheduled shift provided the employee works equal to or more than an additional shift. Extra shift and overtime opportunities will be offered on a rotating basis. The Employer may offer extra shift opportunities to part-time employees first in order to avoid overtime costs. Employees who call out on a scheduled workday must give a minimum of two (2) hours notice.

Section 3. The Employer reserves the right to schedule mandatory overtime under the following circumstances:

1. State of Emergency; and
2. Act of God; and
3. Unscheduled fire alarm at change of shift.

In selecting employees for mandatory overtime, the Employer shall first request volunteers. In the event there are not enough volunteers, qualified employees shall be selected on a rotating basis. The Employer will use its best efforts to accommodate those employees who cannot stay due to such reasons as child care.

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Section 4. Work schedules shall be posted at least three (3) days in advance of their effective date. The work schedule shall be for a two (2) week period in nursing and a four (4) week period in all other departments. The Employer will use its best efforts to maintain the same days off and pattern of scheduling for all employees.

Section 5. The Employer shall grant requests for days off provided they are made in advance of posting the department schedule and providing such request does not compromise resident care. Employees will be free to organize switches and coverage with the Supervisor's approval. Once a schedule is posted, it shall not be changed except by mutual agreement.

Section 6. Floating shall be done on a rotating basis on each nursing unit, but part time employees shall be floated before full-time employees.

Section 7. Each employee shall be entitled to one (1) fifteen (15) minute break and one half (1/2) hour unpaid meal period for each shift. Part-time employees working four (4) hours or less are not entitled to a break. Employees are to sign out and in for break and meal periods.

Section 8. Employees may not be required to work more than every other weekend except by mutual agreement. Employees who call out on their regularly scheduled weekend to work will be required to make up the said weekend within 30 days.

Section 9. Any employee in the Maintenance Department, who is asked to work subsequent to clocking out, will be guaranteed at least four (4) hours pay at the regular straight time hourly rate, irrespective of time worked.

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ARTICLE 15. MEDICAL EXAMINATIONS

Section 1. Employees may be required to take medical examinations by the Employer's designated physician at times and dates specified by the Employer. The Employer shall give reasonable advance notice to the employees of such examinations. All medical examinations required by the Employer shall be paid by the Employer except that if an employee fails or refuses to take a medical examination at the time and date specified by the Employer, after receiving reasonable advance notice of such examination, the Employer shall be relieved of his obligation to pay for such examination and the payments therefore shall be payable by the employee.

ARTICLE 16. MEDICAL LEAVE

Section 1. Employees who become pregnant and give birth or who adopt a child or who need leave due to serious personal illness or the serious illness of a family member will be eligible for Family and Medical Leave ("FMLA") and New Jersey Family Leave ("NJFLA") consistent with the requirements and eligibility under federal and state law. Employees seeking such leave must adhere to notice, documentation and other requirements as required by the Employer as long as such requirements are consistent with federal and state law. Employees shall be entitled to a total of ninety (90) days of leave in an eligible year as defined under the Employer's policy. Employees will be required to use accrued time in accordance with this Agreement. Employees who cannot return after ninety (90) days due to medical reasons shall be granted an additional thirty (30) days and be returned to their former job. Employees who do not return after one hundred twenty (120) days may seek reinstatement up to one (1) year from the date of the leave or their length of service whichever is less, to an open position for which they are qualified. Seniority shall stop accruing after one-hundred twenty (120) days.

ARTICLE 17. PERSONAL LEAVE OF ABSENCE

Section 1. Non-probationary employees must submit applications for leaves in writing to the appropriate Department Head citing the reason for, and desired period at the leave. Except in an emergency, the request must be submitted at least thirty (30) days in advance. The request shall be subject to the

